MARRIAGE, DIVORCE AND SEPARATION, § 970. Apparently the rule of BISHOP is contra to the cases above cited. The principal case would seem to be an incorrect adjudication because until the divorce was granted to the husband there could be no effective present consent, and there is no evidence of any change in the circumstances after the divorce from which mutual consent might then be inferred. It is difficult to follow the court's reasoning which is to the effect that the agreement of 1905, made before the divorce was granted, took effect upon the removal of the impediment. But how could the agreement, obviously void ab initio, be considered the basis for a contract when the impediment was removed? At most it could only be considered evidence of a *consensus mentium* subsequent to the divorce decree, and not the substance of the contract as the court argues.

CONDITIONAL SALES.—TRANSFER OF PURCHASE-MONEY OBLIGATION AS AFFECTING RESERVATION OF TITLE.—The payee of a note given for the purchase price of personalty and reserving title to the payee till the indebtedness should be paid, endorsed it to the plaintiff as follows, "I hereby transfer the within to J. P. David, without recourse." *Held,* that this was "an unconditional assignment of the note in which title was reserved and was sufficient to carry along with the evidence of the debt the security for its payment." *R. A. Broach & Co.* v. *David,* (Ga. App. 1916) 87 S. E. 696.

The court in the principal case relied on *West Yellow Pine Co.* v. *Kendrick,* 9 Ga. App. 350, 71 S. E. 504, in which case the court refused to decide what the effect would be of the transfer of such notes endorsed merely "without recourse" and base their decision upon the fact that the endorsement as actually made stated "the within paper is transferred without recourse." Since the paper was an instrument reserving title as well as a note it was the party's intention to transfer not merely the indebtedness but also the title. The Georgia decisions always seemed to be in harmony on the point that an unconditional transfer of such an instrument as was here involved would vest the reserved title in the transferee, and this seems to be the general rule in other states. *Barton* v. *Grosseclose,* 11 Ida. 227, 81 Pac. 623; *Spoon* v. *Frambach,* 83 Minn. 301, 86 N. W. 106; *W. W. Kimball & Co.* v. *Melon,* 80 Wis. 183, 48 N. W. 1100; *Seufert* v. *Simonton,* 75 Ore. 422, 146 Pac. 520, (contract reserving title assigned with note); *Dillon & West* v. *Grutt,* (Nev. 1915), 144 Pac. 741, (contract reserving title assigned.) *Bean* v. *Edge,* 84 N. Y. 510, (contract and note, separate instruments, both assigned.) As was said in *Cutting* v. *Whitteman,* 72 N. H. 107, 54 Atl. 1098, "a vendor who sells a chattel reserving title until the price is paid, retains the property therein as collateral security, and a transfer by him of the debt carries with it his interest in the chattel in the same manner as the assignment of a mortgage debt carries with it the mortgage." There has been however a conflict among the Georgia decisions as to the effect of a simple endorsement made merely "without recourse" in the transfer of an instrument such as that in the principal case. *Cade* v. *Jenkins,* 88 Ga. 791, 15 S E. 202, held that the fact that the assignment was made without recourse made no difference, and that the title vested in the transferee. *Burch* v.

Pedigo, 113 Ga. 1157, 39 S. E. 493, 54 L. R. A. 808, held that where such a note is transferred "without recourse" the title reserved therein for securing payment of the debt is divested and vests in the maker, and the transferee becomes an ordinary creditor. This conflict is recognized by the Georgia Supreme Court itself in *Townsend* v. *So. Products Co.,* 127 Ga. 342, 56 S. E. 436, 117 Am. St. Rep. 340. Although a choice between the conflicting decisions was not necessary to the decision in the principal case because of the form of the indorsement and was not made, yet the court stated (as it did in *West Yellow Pine Co.* v. *Kendrick,* supra) that *Cade* v. *Jenkins,* supra, being the oldest case is controlling as far as it goes and was recognized by the Supreme Court in *Townsend* v. *So. Products Co.,* supra, as expressing the correct rules. This seems to indicate that in the opinion of the Appellate Court the fact that the transfer was made without recourse makes no difference now in Georgia.

CONSTITUTIONAL LAW.—DESTRUCTION OF DISEASED CATTLE WITHOUT A HEARING.—The legislature of Illinois provided for the destruction of all cattle which were found by the State Board of Livestock Commissioners to be infected with contagious disease. Compensation of not more than $250.00 a head was to be made for the animals so destroyed. No hearing was provided before the destruction of the cattle to find whether or not they were in fact diseased. The complainant's cattle were condemned by the Livestock Commission and it is alleged, in complainant's bill for an injunction, that they are not infected with the "foot and mouth disease," as supposed by the Commission, and that their value is far in excess of the compensation provided for by the act of the legislature. It was *held* that the law is a valid and proper exercise of the police power of the state in securing a wholesome food supply for its citizens, and that the exigencies of a situation such as this justify a condemnation and destruction without prior hearing. *Durand* v. *Dyson,* (Ill. 1915), 111 N. E. 143.

On both of the grounds taken the court is undoubtedly in accord with the great weight of authority and reason. That the state may make any reasonable regulations for the preservation of the health of its citizens is beyond question. *North American Cold Storage Co.* v. *Chicago,* 211 U. S. 306, 29 Sup. Ct. 101, 53 L. Ed. 195; *Lawton* v. *Steele,* 152 U. S. 133, 14 Sup. Ct. 499, 38 L. Ed. 385. Where conditions are such that prompt action is requisite to obtain results and insure the effective working of the law, it is proper to provide for the destruction or confiscation of the property without a previous hearing before a court. The justification for this procedure is that the best interests of the public may demand quick action and this cannot be secured if the delays of trial and hearing are interposed. *Miller* v. *Horton,* 152 Mass. 540, 26 N. E. 100, 10 L. R. A. 116; *Pearson* v. *Zehr,* 138 Ill. 48, 29 N. E. 854, 32 Am. St. Rep. 113; *State* v. *Main,* 69 Conn. 123, 37 Atl. 80. If it is true, as the complainant alleges, in her petition, that the cattle were not in fact infected, her action is not a bill in equity, but at law for damages for the destruction of her property. *Miller* v. *Horton,* above; *Pearson* v. *Zehr,* above. This is due not only to the fact that equity will not